TENNESSEE WASTEWATER SYSTEMS, INC. A PUBLIC UTILITY CO.

March 18, 2005

Honorable Pat Miller Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

05-00078

RE: Petition to amend Certificate of Convenience and Necessity

Dear Chairman Mıller:

Tennessee Wastewater Systems, Inc. desires to expand its service area to include a portion of Blount County, Tennessee, known as the Brownlee Commercial Building. The attached Petition is in support of our request.

Sincerely,

Charles Pickney, Jr., President

Tennessee Wastewater Systems, Inc.

7638 River Road Pike Nashville TN 37209-5733 (615) 356-2880 Fax (615) 356-7295

BEFORE THE TENNESSEE REGULATORY AUTHORITY NASHVILLE, TENNESSEE

	, 2005		
IN RE: PETITION OF TENNESSEE WASTEWATER SYSTING. TO AMEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY			
DO	CKET No		
	Petition of Tennessee Wastewater Systems, Inc. To amend its Certificate of Convenience and Necessity		

Tennessee Wastewater Systems, Inc. ("TWS") petitions the Tennessee Regulatory Authority ("TRA") to amend TWS's Certificate of Convenience and Necessity to expand its service area to include a portion of Blount County known as the Brownlee Commercial Building. (See proposed service area map Exhibit "A"). Attached is a contract with the developer. Blount County has no plans to provide sewer service to this area (See attached letters). The parcel encompass about 1 acre. The parcel is 24 on Tax Map 96K. This development will serve one commercial customer.

Respectfully submitted,

Charles Pickney Jr., President

Tennessee Wastewater Systems, Inc.

Tariff Rate Sheet

Commercial Sewer Rates - without food service

The monthly sewer charge per customer is based on the design daily flow expected from the type of establishment being served. A minimum of \$75 per month will be charged for up to the first 300 gallons per day of design flow expected. (Except off-site which will have a \$73.00 minimum plus pass through costs.) For each additional 100 gallons per day of design flow expected, up to a total of 1,000 gallons per day, an additional charge of \$15.00 per month per 100 gallons will be levied. For design flows expected over 1,000 gallons per day, up to 3,000 gallons per day, the following monthly charges per 1,000 gallons of daily flow will apply.

Disposal

Treatment

	Drip Irrigation	Point Discharge	Off Site
Sand-Gravel Filter	\$140 00	\$165 00	N/A
<u>Lagoon</u>	\$116 00	\$140 00	N/A
* Off Site	N/A	N/A	Pass through costs & \$73 00

For design daily flows over 3,000 gallons, the monthly charge on all system configurations will be \$116.00 per 1000 gallons of daily flow.

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

Excess water usage	Surcharge
l gallon to 1,000 gallons above expected design flow	\$175.00
1,001 gallons to 2,000 gallons above expected design flow	\$200.00
Over 2,000 gallons above expected design flow	\$200.00/1000 gallons

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

* Off Site means treatment and disposal by another entity such as a city or utility district

Fees: Nonpayment – 5%

Disconnection - \$10 Reconnection - \$15 Returned Check - \$20

City of Coopertown Franchise Fees: 3%

Tariff Rate Sheet

Commercial Sewer Rates – with food service

The monthly sewer charge per customer is based on the design daily flow expected from the type of establishment being served. A minimum of \$100 per month will be charged for up to the first 300 gallons per day of design flow expected. (Except off-site which will have a \$94.00 minimum plus pass through costs.) For each additional 100 gallons per day of design flow expected, up to a total of 1,000 gallons per day, an additional charge of \$18.00 per month per 100 gallons will be levied. For design flows expected over 1,000 gallons per day, up to 3,000 gallons per day, the following monthly charges per 1,000 gallons of daily flow will apply.

Disposal

Treatment

	Drip Irrigation	Point Discharge	Off Site
Sand-Gravel Filter	\$170 00	\$192 00	N/A
Lagoon	\$142 00	\$163 00	N/A
* Off Site	N/A	N/A	Pass through costs & \$94 00

For design daily flows over 3,000 gallons, the monthly charge on all system configurations will be \$142.00 per 1000 gallons of daily flow.

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

Excess water usage	Surcharge
l gallon to 1,000 gallons above expected design flow	\$210.00
1,001 gallons to 2,000 gallons above expected design flow	\$220.00
Over 2,000 gallons above expected design flow	\$220.00/1000 gallons

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

* Off Site means treatment and disposal by another entity such as a city or utility district

Fees: Nonpayment -5%

Disconnection - \$10 Reconnection - \$15 Returned Check - \$20

City of Coopertown Franchise Fees: 3%

Tennessee Wastewater Systems, Inc. Sewer Systems with Commercial Customers

System	County
Legacy Laurel Branch - 04-00045	Sevier County
Legacy Mountain – 04-00045	Sevier County
Legacy the Preserves – 04-00045	Sevier County
Starr Crest II Phase 4 – 04-00045	Sevier County
Timber Tops Rental Center – 04-00045	Sevier County
Trailhead – 04-00045	Sevier County
Wyndsong Subdivision – 04-00395	Blount County
Huffines Development – 04-00393	Robertson County
Wılliamson County West - 04-00394	Williamson County
Trillium Cove Condominiums (Pending)	Blount County
Tennessee State Bank-Wears Valley Branch (Pending)	Sevier County
Marvin Keys RV Park (Pending)	Cocke County
Brownlee Commercial Building	Blount County

SEWERAGE SYSTEM MAINTENANCE AND MANAGEMENT CONTRACT TOWNSEND, BLOUNT COUNTY - BROWNLEE COMMERCIAL BUILDING

This sewerage system maintenance and management contract, made and entered as of this 25th day of February, 2004, by and between Tennessee Wastewater Systems, Inc., a Tennessee corporation, herein referred to as "Tennessee Wastewater" and Joe Brownlee and wife, Aileen Brownlee, herein referred to as "Owner" and MC Enterprises, LLC. a Tennessee limited liability company, hereissafter referred to as "Tenant":

WHEREAS, Owner desires to secure and obtain new tenants for the Brownlee Commercial Building, including a Subway sandwich shop; and

WHEREAS, Tenant is leasing or expected to lease commercial retail space from the owner in the building generally referred to as the Brownlee Commercial Building; and

WHEREAS, Owner and Tenant require maintenance and management of a sewage treatment, collection, and disposal system for the Brownlee Commercial Building project, such that the sewer system can become constructed and operational to allow for the orderly development and use of the property, and

WHEREAS, Tennessee Wastewater has the capability to manage and maintain the sewerage treatment, collection, and disposal system for the Brownlee Commercial Building project, the parties hereto have entered into the following agreements:

WITNESSETH

1. Owner is the owner of record of the real property referred to herein as the Brownlee Commercial Building development. The Owner desires to secure and obtain new tenants for the Brownlee Commercial Building, including a Subway sandwich shop. The

Owner's building has been mapped, platted, and surveyed. The plat for the Brownlee Commercial Building development as recorded in the Register's Office for Blount County is attached hereto as Exhibit 1.

- 2. Upon completion by Owner and Tenant of all Tennessee Wastewater's requirements as set forth herein, Tennessee Wastewater hereby agrees to own, operate, maintain, and manage the sewerage system for the property identified in Exhibit 1 and Owner agrees for Tennessee Wastewater to have exclusive responsibility for the ownership, operation, maintenance, and management of the sewerage system, without any ownership interest in the land, as installed and as may be expanded from time to time.
- Owner and Tenant agree to provide Tennessee Wastewater with copies of any plans, specifications, drawings, and other documentation accompanying the design and installation and any expansions of the sewerage system as prepared by Utility Capacity Corporation. Tennessee Wastewater shall secure all local, state, and federal permits, licenses, or other approval necessary for the operation of a sewerage system on the property identified as Exhibit 1.
- 4. Owner and Tennessee Wastewater agree that in the event any Tenant in the building is provided public water supply through an individual connection to the Tuckaleechee water utility district distribution system, to require each such Tenant to provide lockable shut off valve installed on the property owners' side of the Tuckaleechee water meter on the water supply line to the building. This valve is for the exclusive use of Tennessee Wastewater in accordance with its sewer service agreement with the Tenant and is to be used to shut off water supply to the Tenant in the event that the monthly sewer fee is not paid.

- To allow for maintenance and management of the sewerage system, Owner shall provide Tennessee Wastewater the access road, the necessary power requirements and supply, and power drop to the sewage treatment site. Tennessee Wastewater shall maintain easements granted under this agreement and shall return the property to the condition found on the property following construction of the wastewater system contemplated herein.
- 6. Tennessee Wastewater shall approve all plans and drawings accompanying the sewerage system and any additions or expansions to the system as installed or associated with the system. The actual construction and installation of the sewerage system and any expansions to same shall be subject to the final approval and final inspection of Tennessee Wastewater. Tennessee Wastewater shall require a one (1) year warranty from the contractor installing the sewerage system, such that the contractor shall warrant that, for the first year after the initial system is accepted by Tennessee Wastewater, the contractor shall immediately repair, or cause to be repaired, all breaks, leaks, or defects of any type in the installation, construction, or materials included in the sewerage system. After the expiration of the one (1) year period, Tennessee Wastewater shall be responsible for the repair of all breaks, leaks, or defects of any type in the installation, construction, or materials used in the sewerage system.
- Once the sewerage system, or necessary sections thereof, are installed, completed, and functioning, those elements of the system shall be turned over or dedicated to Tennessee Wastewater Systems, Inc. for ownership, operation, management, and maintenance of the sewerage system operations, without any ownership interest in the land. Prior to the delivery or the turn over of the ownership, operation, maintenance, and management of the system to Tennessee Wastewater and the acceptance of same by Tennessee Wastewater, Tennessee

Wastewater shall inspect and approve the initial system as installed and any expansions of such system as it may be expanded from time to time.

- 8. Owner hereby grants to Tennessee Wastewater the exclusive right to operate all of the sewerage collection, treatment, and disposal systems and the land on which said systems are located in the development shown on Exhibit 1 and Owner hereby conveys to Tennessee Wastewater the exclusive right to operate all of said systems and lands therein without the necessity of any further contract, deed, conveyance, covenant, or easement, for a period of 99 years or so long as said wastewater system is used and operated for waste water collection, treatment, and disposal, whichever shall first occur. Tennessee Wastewater shall have the right to renew at any time said exclusive rights to operate all of the sewerage collection, treatment, and disposal systems, and the land on which said systems are located in the Brownlee Commercial Building development shown on Exhibit 1. Owner shall provide Tennessee Wastewater a written, platted, and recorded perpetual easement for the sewage treatment and drip irrigation site.
- 9. Upon installation, testing, approval, and acceptance for use by Tennessee Wastewater, all sewerage system improvements up to the property line of the Owner shall become and remain the sole property of Tennessee Wastewater, subjected to the provisions of Paragraph 19, without the necessity of a formal conveyance from the Owner to Tennessee Wastewater. Owner does hereby warrant that title to the wastewater system shall be free, clear, and unencumbered. Notwithstanding said provision as to title, Owner further agrees that it will execute, acknowledge, and deliver a deed formally conveying title to said sewerage system improvements to Tennessee Wastewater upon demand by Tennessee Wastewater.

- 10. Owner agrees to execute, acknowledge, and deliver to Tennessee Wastewater any and all easements that may be necessary or appropriate as determined by Tennessee Wastewater for the construction, operation, and maintenance of Tennessee Wastewater's sewerage system, or portion thereof. Tennessee Wastewater shall maintain any necessary easements granted herein.
- Owner warrants that, should its building or building leases include restrictive covenants, said covenants shall include paragraphs or other disclosures regarding the sewerage system as may be requested by Tennessee Wastewater.
- Tennessee Wastewater agrees and covenants that Tenant shall have access to 700 gpd of the sewerage system capacity and that Owner shall have access to 225 gpd of the sewerage system capacity, both based on average daily flows using monthly daily flow data. Owner and Tenant agree to pay Tennessee Wastewater a monthly sewer service charge at rates established by tariff approved by the Tennessee Regulatory Authority, the state's public service commission, as may be published, amended, or established from time to time.
- The obligations upon Tennessee Wastewater are valid only so long as Owner remains the owner of Brownlee Commercial Building, unless Tennessee Wastewater agrees to continue service and maintenance to the system following the sale, transfer, or conveyance of the building and the underlying property, considering any changes in uses, tenants, or other factors affecting the projected or actual flow rates and the available system capacity, which consent shall not be unreasonably withheld. This contract is not assignable to or for the benefit of any other person or entity without Tennessee Wastewater's prior written consent, which consent shall not be unreasonably withheld. The Owners' commitments and covenants contained in Paragraph 4 shall survive the termination of this contract as to the Owners. Nothing in this agreement shall

be pledged, mortgaged, hypothecated, or utilized as collateral for any obligations of Owner to any third parties.

- 14. This agreement shall be governed and interpreted under the laws of the State of Tennessee without regard to any other choice of law statutes or procedures.
- 15. Should any part of this agreement be found or held invalid or unenforceable by any court or government agency, regulatory body, or utility regulatory commission, such invalidity or unenforceability shall not affect the remainder of this agreement which shall survive and be construed as if such invalidity or unenforceability part had not been contained therein.
- 16. This agreement cannot be amended except by a written agreement approved and signed by the authorized agents of Owner, Tenant, and Tennessee Wastewater.
- Owner, Tenant, Utility Capacity Corporation, Inc., and Tennessee Wastewater Systems, Inc. and their respective officers and directors of each company are not agents, representatives, or employees of each other company and no party shall have the power to obligate or bind any other party in any manner except as otherwise expressly provided in this agreement. Nothing in this agreement shall operate or be construed to establish a partnership, limited partnership, or joint venture by and between Joe Brownlee and wife, Aileen Brownlee, MC Enterprises, LLC, Tennessee Wastewater Systems, Inc., or any realtor or other entity authorized by the Owner in connection with the development of the Brownlee Commercial Building project.
- 18. None of the parties shall be in breach of this agreement by reason of its delay in performance or for failure to perform any of its obligations herein if such delay or failure is cause in whole or in part by strikes or other labor disputes, acts of God or the public enemy,

riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or subsequent events which are beyond its reasonable control or without its fault or negligence.

19. Tennessee Wastewater shall operate the wastewater system contemplated under this agreement until displaced by a municipal wastewater authority providing wastewater service to property owners in Townsend, Tennessee and upon proper displacement of Tennessee Wastewater, the wastewater system easements granted to Tennessee Wastewater, shall revert back to the Owner, without any obligation of the Owner or the Tenant to remove any system components.

OWNER:

Joseph G. Brownlee

Joseph G. Brownlee, Sr.

Aileen Brownlee

TENNESSEE WASTEWATER SYSTEMS, INC.

Michael W. Hines Vice President Tennessee Wastewater Systems, Inc. TENANT:

MC ENTERPRISES, LLC

Gary McCune, Chief Manager

MC Enterprises, LLC

BROWNLEE COMMERCIAL BUILDING TOWNSEND, BLOUNT COUNTY, TENNESSEE SEWERAGE CAPACITY CONSTRUCTION AND EXPANSION CONTRACT

This sewerage system capacity contract, made and entered as of this 25th day of February, 2004, by and between, Utility Capacity Corporation, Inc. herein referred to as "UCC", a Tennessee corporation having a principal place of business in Knoxville, Knox County, Tennessee, and Joe Brownlee and wife, Aileen Brownlee, herein referred to as "Owner", having a building located in Townsend, Blount County Tennessee, and MC Enterprises, LLC, a Tennessee limited liability company, herein after referred to as "Tenant", having a principal place of business in Knoxville, Knox County Tennessee:

WHEREAS, Owner is the owner of a tract of real property located in Townsend, Blount County, Tennessee, containing approximately one acre and is generally referred to herein as the Brownlee Commercial Building; and;

WHEREAS, Owner desires to secure and obtain new tenants for the Brownlee Commercial Building, including a Subway sandwich shop, and;

WHEREAS, Owner and Tenant require a new sewage collection, treatment, and disposal system for the Brownlee Commercial Building; and;

WHEREAS, Tenant desires and agrees to pay UCC for all costs associated with the design and construction of said sewage collection, treatment, and disposal system; and,

WHEREAS, UCC has the capability to design, construct, and expand the necessary sewage collection, treatment, and disposal system for the Brownlee Commercial Building project and can provide the necessary system capacity for the building, the parties warrant, covenant, grant, and make the following agreements:

WITNESSETH

- 1. Owner is the owner of a tract of real property in Blount County, Tennessee, within the City of Townsend, of approximately one acre, and such property in generally referred to herein as the Brownlee Commercial Building project. The Brownlee Commercial Building project has been mapped, platted, and surveyed. The plat for the Brownlee Commercial Building development as recorded in the Register's Office for Blount County is attached hereto as Exhibit
- 2. UCC shall design, develop, build, and construct the appropriate sewage collection, treatment, and disposal system for the Brownlee Commercial Building. Owner agrees for UCC to have exclusive responsibility for the design, development, building, construction, and expansion of the initial sewerage system for the property identified in Exhibit 1. By execution of this agreement, Owner represents to UCC that it has full right, title, and authorization to allow the construction of the sewerage system contemplated by this agreement and authorizes Utility Capacity Corporation to manage and develop any future system capacity and expansion of the sewerage system.
- 3. In addition to the original plat shown as Exhibit 1 to this agreement, Owner agrees to provide UCC a survey of the property shown on Exhibit 1.
- 4. Owner agrees to provide UCC a copy of the warranty deed(s) evidencing the actual ownership of the property known as Brownlee Commercial Building and the property shown on Exhibit 1.
- 5. Owner shall provide UCC the number, classification, and types of business units to be leased housed in the aforementioned building, the total square footage to be allotted to each business unit, and the schedule for development of the business units.

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- To allow access to and expansion of the sewer system, Owner shall provide UCC the access road and permanent easement, the necessary power lines, and power drop to the sewage treatment site and any sewer lift stations constructed as a component of the sewerage system. Such access road and permanent easement shall be free of structures, buildings, woody vegetation, and any uses which would interfere with or obstruct access to sewage treatment sites and any lift stations, with the permanent easement to be maintained by UCC or their authorized representative.
- 7. UCC shall design, build, develop, and expand the sewage treatment, collection, and disposal systems for the property shown on Exhibit 1, said system to include interceptor tank capacity for each business unit, AdvanTexTM treatment units, and drip effluent reuse units. Any system expansion shall be compatible and fully functional with the initial sewer system and the capacity and quantity projections, which accompany the initial sewer system.
- As compensation for the above identified services, MC Enterprises, LLC, shall pay to UCC Thirty Three Thousand Dollars (\$33,000.00) for the design, construction, and development of the sewerage collection, treatment, and disposal system for the Brownlee Commercial Building development as shown on the development plan attached hereto, for which Tenant shall have the right to discharge a maximum of 700 gpd of average daily flow of domestic sewage based on monthly averaging of daily flows and Owner shall have the right to discharge a maximum of 225 gpd of average daily flow of domestic sewage based on monthly averaging of daily flows, subject to terms and conditions of the system operator.
- 9. The sum of \$33,000.00 for the design, construction, and development of the sewerage collection, treatment, and disposal system shall be paid by Tenant in installments as follows:

- a. \$15,000 shall be payable upon completion of installation of the interceptor tanks and AdvanTexTM treatment units, and
- \$13,000 shall be payable upon completion of installation of drip irrigation fields, and
- c. \$5,000 shall be payable upon approval and acceptance of the sewerage system by Tennessee Wastewater Systems, Inc.
- All payments due under the preceding paragraph and this agreement shall be made within five (5) business days of their due dates and shall, at the sole discretion of UCC, be by business check, cashiers check, or by electronic transfer to UCC's bank account, as may be identified and provided to the Tenant. Tenant agrees to pay a one and one-half (1.5) percent late charge for each week or any portion thereof that any payment due under this agreement is not received by UCC within the agreed upon time.
- 11. Owner understands and agrees that, should Tenant fail to pay for any portion of the above costs, the sewage collection, treatment, and effluent disposal system will not be placed into service until such time as UCC has been paid for all costs itemized in section 9 above. UCC shall not be responsible for any damages, losses, injuries, or other consequential damages occasioned by work stoppages, construction delays, or other hindrances resulting from the failure of the Tenant or the Owner to pay the scheduled construction costs identified herein.
- Final payment for all construction of the sewerage system shall be made prior to conveyance of the system to Tennessee Wastewater Systems, Inc. for their management and operation of the sewerage and wastewater system. Tennessee Wastewater Systems, Inc. shall approve all plans and drawings accompanying the initial sewerage system and any additions or expansions to the system as installed or the additional capacity associated with the system. The

actual construction and installation of the sewerage system and any expansions to same shall be subject to the final approval and final inspection of Tennessee Wastewater Systems, Inc.

- 13. UCC shall have no obligation or responsibility to manage or maintain the sewerage system, or certain sections thereof, once same has been installed, completed, and dedicated to Tennessee Wastewater Systems, Inc. Prior to the delivery or the dedication of the maintenance and management of the system to Tennessee Wastewater Systems, Inc., Tennessee Wastewater shall inspect and approve the system as installed.
- To facilitate the design, development, construction, and expansion of the sewerage system, Owner shall provide a perpetual easement to Tennessee Wastewater Systems, Inc. for the on-lot interceptor tanks, the treatment and disposal sites, or sites of other necessary components of the sewerage system that may be necessary for the operation, management, and expansion of the sewerage system. An interceptor tank to serve the building shall be installed by UCC at the time of construction of the sewage treatment, and effluent disposal system. All interceptor tanks, effluent filters, pumps, controls, and other appurtenances shall be as specified and approved by Tennessee Wastewater Systems, Inc.
- 15. This agreement shall be governed and interpreted under the laws of the State of Tennessee without regard to any other choice of law statutes or procedures.
- Should any part of this agreement be found or held invalid or unenforceable by any court or government agency, regulatory body, or utility regulatory commission, such invalidity or unenforceability shall not affect the remainder of this agreement which shall survive and be construed as if such invalidity or unenforceability part had not been contained therein.
- 17. This agreement cannot be amended except by a written agreement signed by the authorized agents of Owner and Tenant and UCC.

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- 18. Owner, Tenant, UCC, and Tennessee Wastewater Systems, Inc. and their respective officers and directors of each company are not agents, representatives, or employees of each other company and no party shall have the power to obligate or bind any other party in any manner except as otherwise expressly provided in this agreement. Nothing in this agreement shall operate or be construed to establish a partnership, limited partnership, or other joint venture by or between the Owner, Tenant, UCC, or Tennessee Wastewater Systems, Inc.
- None of the parties shall be in breach of this agreement by reason of its delay in 19. performance or for failure to perform any of its obligations herein if such delay or failure is cause in whole or in part by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or subsequent events which are beyond its reasonable control or without its fault or negligence.
- 20. To ensure that any subsequent property owners, tenants, lenders, or contractors have notice of these covenants and the obligations contained therein, Owner will include in all instruments conveying any portion or all of the property described herein specific instrument numbers referencing these covenants and agreements along with the recorded plat(s) referenced herein. The covenant and agreements contained herein are permanent and shall run with the land.

OWNER:

Joseph G. Brownlee

TENANT:

MC ENTERPRISES, LLC

Gary McQune, Chief Manager

MC Enterprises, LLC

oseph G. Brownlee, Sr.

Aileen Brownlee

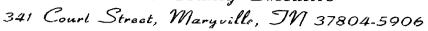
UTILITY CAPACITY CORPORATION, INC.

Michael W. Hines, President
Utility Capacity Corporation, Inc.



Beverley D. Woodruff

Blount County Executive





April 26, 2004

Mr. Michael Hines, M.S., P.E. Vice President Tennessee Wastewater Systems, Inc. P.O. Box 22771 — Knoxville, TN 37933-0771

Dear Mr. Hines:

In response to your request regarding the Brownlee Commercial Building, Blount County has no plans to provide sewers to any property located on the Parkway in Townsend within the next 12 months.

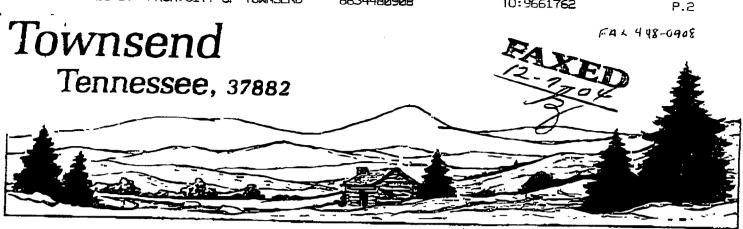
Sincerely.

Beverley D Woodruff Blount County Mayor

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Phone: (865) 273-5700
email: bwoodruff@mail.blount.state.tn.us

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The Most Scenic Entrance to Great Smoky Mountains

December 7, 2004

Michael Hines, M.S.P.E. Tennessee Wastewater Systems, Inc. P.O.Box 22771 Knoxville, TN 37933-0771

Dear Michael:

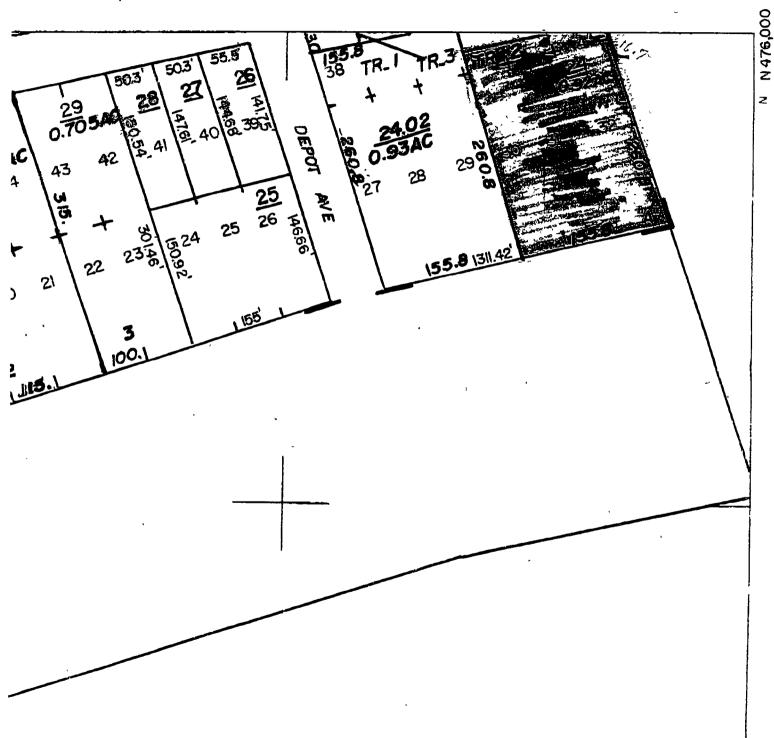
In answer to your letter of inquiry, dated October 28, 2004, The City of Townsend has no plans at this time to have sewers installed within the coming year. However, as you stated in your letter, there is water from the Tuckaleechee Utility System here in Townsend.

If you have any further questions, please call the Municipal Office at; 865-448-6886.

City of Vownsend

Exhibit A

District 15 Map 096K



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